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Official Public Records

Tarrant County Texas

12/14/2010 2:04 PM

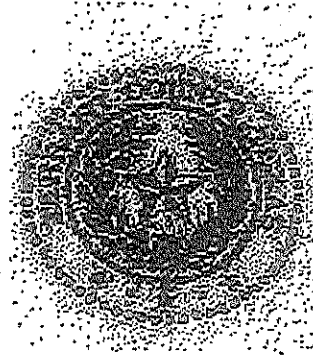
D210308295



Suzanne Henderson

PGS 3 \$24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXTENSION AND AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

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Chesapeake Operating, Inc.

WHEREAS, **Omega Automotive Real Estate, LTD., A Texas Limited Partnership** ("Lessor") executed that certain Oil, Gas and Mineral Lease dated November 15, 2007, unto Dale Property Services, LLC, which is recorded by Memorandum in D207425820 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and

WHEREAS, Partial Assignment and Bill of Sale by and between Chesapeake Exploration, L.L.C., as Assignor, and Parallel Petroleum Corporation and Wes-Tex Drilling Company, L.P., as Assignee, recorded as Document No. D208148917 of the Official Public Records of Tarrant County, Texas; and

WHEREAS, all of the rights, title and interest in the lease were ultimately assigned to and acquired by Chesapeake Exploration L.L.C. and Total E&P, USA, Inc. ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby extended and amended as follows:

The primary term shall extend to **November 15, 2011**, and for as long thereafter as oil, gas or other minerals covered thereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as extended and amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 10th day of December, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

Omega Automotive Real Estate, LTD., A Texas Limited Partnership
By: Delta Automotive Inc., Its General Partner

By: _____



Jerry Freeman

As Vice President / Secretary of Delta Automotive, Inc.

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 10th day of December, 2010, by Jerry Freeman, Vice President / Secretary of Delta Automotive, Inc., The General Partner of Omega Automotive Real Estate, Ltd., A Texas Limited Partnership, on behalf of said partnership.

My Commission Expires: 6-3-11
Commission Number: 00486705-9



Notary Public, State of Texas

